



May 3, 2006

**CITY OF SCOTTSDALE
CAPITAL PROJECT MANAGEMENT**

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER AT RISK

PROJECT No. S0402
INDIAN BEND ROAD – SCOTTSDALE ROAD TO HAYDEN ROAD

TABLE OF CONTENTS

REQUEST FOR QUALIFICATIONS	PAGE NUMBER
SECTION I - PROJECT DESCRIPTION.....	2
SECTION II - SCOPE OF WORK	2
SECTION III - STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA.....	3
SECTION IV - SUBMITTAL REQUIREMENTS.....	5
SECTION V - SELECTION PROCESS AND SCHEDULE.....	5
SECTION VI -CONTRACT REQUIREMENTS.....	6
SECTION VII – GENERAL INFORMATION.....	6
EXHIBIT “A” – DRAFT CITY OF SCOTTSDALE SUBCONTRACTOR SELECTION PLAN	8
EXHIBIT “B” - NON-COLLUSION PROPOSAL AFFIDAVIT	10

REQUEST FOR QUALIFICATIONS

Indian Bend Road – Scottsdale Road to Hayden Road CONSTRUCTION MANAGER AT RISK PROJECT NO. S0402

The City of Scottsdale (City) is seeking a qualified Construction Manager at Risk (CM@Risk) to provide preconstruction design phase assistance and complete construction services as the Construction Manager at Risk for the Indian Bend Road from Scottsdale Road to Hayden Road. The estimated construction cost for this project is \$12,000,000. URS Corporation is the design engineer for this project. Design of the project is currently underway. This construction work shall be considered horizontal construction as defined in A.R.S. §34-101(15), and subject to the requirements of A.R.S. §34-603, et.seq.

SECTION I – PROJECT DESCRIPTION

The Indian Bend Road project consists of widening and reconstruction of the roadway from Scottsdale Road to Hayden Road. The roadway cross section will consist of 2 lanes in each direction with right/left turn auxiliary lanes for turning movements. There are short sections of raised median on either side of the Indian Bend Wash crossing. The roadway improvements will consist of new pavement, curb and gutter, sidewalk, multi-use path, retaining walls, landscaping/irrigation, signalization, signing and marking, and storm drain improvements.

The Indian Bend Wash crosses the corridor at approximately the half-mile point. Improvements to the wash crossing include relocation of the existing drop structure, construction of multi-cell concrete arch culverts, retaining walls, and realignment/reconstruction of the channel levee downstream of the drop structure. Public Art will be a component of this project. The City of Scottsdale has selected an artist team to incorporate art elements into the improvements at the wash crossing.

Improvements are also planned for the McCormick-Stillman Railroad Park parking lot. The improvements will consist of parking lot expansion, reconfiguration of the landscaped areas, pavement rehabilitation, signing and marking, drainage improvements and landscaping/irrigation.

Additional information about the project and related links are available at
http://www.scottsdaleaz.gov/capitalprojects/proj_report.asp?proj=S0402&status=S0402

SECTION II - SCOPE OF WORK

The CM@Risk firm will begin in an agency support role for design phase services and may enter into a construction contract with the City for construction of the project. At some point during the design phase, the CM@Risk will submit a complete proposal to assume the risk of delivering the project through a guaranteed maximum price contract. If accepted, the CM@Risk would be responsible for construction means and method, and will be required to solicit bids for prequalified subcontractors to perform the work as required by the Preconstruction Agreement. The CM@Risk shall also self-perform certain construction work as required in subsection B(11) of this section subject to competitive evaluation of cost and ability.

- A. Preconstruction design phase services by the CM@Risk may include the following:
1. provide detailed cost estimating and knowledge of marketplace conditions;
 2. provide project planning and scheduling;
 3. provide alternate systems evaluation and constructability studies;
 4. advise the City of ways to gain efficiencies in project delivery;
 5. provide long-lead procurement studies and initiate procurement of long-lead items;
 6. protect the owner's sensitivity to quality, safety, and environmental factors.

7. based on the plans and specifications, prepare and submit for City approval, the Guaranteed Maximum Price (GMP) proposal.
8. bid and award the contracts for the subcontractors and material men to be used in the project.
9. arrange for procurement of materials and equipment.

B. Construction phase services by the CM@Risk will include:

1. construct Indian Bend Road;
2. coordinate with various City of Scottsdale departments, other agencies, utility companies, etc.;
3. manage all construction related contracts while meeting city requirements for procurement;
4. schedule and manage site operations;
5. provide quality controls;
6. bond and insure the construction;
7. address all federal, state and local permitting requirements;
8. assist in resolution of owner issues; and
9. maintain a safe work site for all project participants;
10. The CM@Risk shall perform, with the contractor's own organization, construction work that amounts to not less than forty-five per cent of the total contract price for construction. For the purposes of this paragraph, the total contract price for construction does not include the cost of preconstruction services, design services or any other related services or the cost to procure any right-of-way or other cost of condemnation.

SECTION III - STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

The CM@Risk will be selected through a qualifications-based selection process. Firms interested in providing CM@Risk services must submit a Statement of Qualifications (SOQ) that addresses the following issues:

A. General information. (5 points)

1. Provide a general description of the firm and/or team that is proposing to provide preconstruction services, construction management services and general construction services. Explain the legal organization of the proposed firm or team. Provide an organization chart showing key personnel.
2. Provide the following information:
 - a. List the Arizona professional and contractor licenses held by the firm/team and the key personnel who will be assigned to this project. Provide the license number and explain if held by an individual or the firm.
 - b. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.
 - c. If selected as a finalist for this project, you will be required to provide a statement from an A- or better surety company describing the Company's bonding capacity.

B. Experience and qualifications of the firm/team. (25 points)

1. Identify at least three comparable projects in which the firm served as either CM@Risk, agency Construction Manager during design and construction phases (without providing construction services), or General Contractor. Special consideration will be given to firms that have provided Construction Manager at Risk services on similar successful projects.
2. For each project identified, provide the following:
 - a. Description of the project
 - b. Role of the firm (specify whether Construction Manager at Risk, Construction Manager or General Contractor. If CM@Risk or General Contractor, identify the percent of work self-

- performed. Also specify services provided during design phase, i.e. cost estimating, scheduling, value engineering, etc.)
 - c. Project's original contracted construction cost and final construction cost
 - d. Construction dates
 - e. Project owner
 - f. Reference information (two current names with telephone numbers per project)
3. List of all City of Scottsdale projects where the firm/team provided agency construction management, or general construction services in the last five years, either completed or ongoing.

C. Experience of key personnel to be assigned to this project. (20 points)

1. For each key person identified, list their length of time with the firm and at least two comparable projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects provide the following:
 - a. Description of project
 - b. Role of the person
 - c. Project's original contracted construction cost and final construction cost
 - d. Construction dates
 - e. Project owner
 - f. Reference information (two current names with telephone numbers per project)
2. List any proposed consultants, including key staff names and the experience and qualifications of these individuals.

D. Understanding of the project and approach to performing the required services. (25 points)

1. Discuss the major issues your team has identified on this project and how you intend to address those issues.
2. Describe your firm's project management approach and team organization during preconstruction design and construction phase services. Describe systems used for planning, scheduling, estimating and managing construction. Briefly describe the firm's experience on quality control, dispute resolution, and safety management.
3. Attached to this Request for Qualifications is procedure to be followed for providing the City the CM@Risk's general subcontractor selection plan (see Exhibit "A"). Describe how you intend to implement this subcontractor selection plan including your recommendations for subcontractor trades and material men to be selected by qualifications only vs. qualifications and bids; .

E. Principal office location and local participation. (5 points)

The city desires strong local participation in this project. Describe your firm's approach to maximize utilization of local resources, to include as a minimum, local suppliers, equipment providers, subcontractors, and laborers. Identify the location of the firm's principal office and the home office location of key staff on this project. Identify local (i.e. presently living in or relocating to the Valley) vs. non-local staffing of your team, and the percent of their work expected to be done locally.

F. Other selection criteria. (10 points)

List all projects awarded to your firm by the City of Scottsdale during the last two years. For each project provide the project description, award date (note if pending), construction cost, status of completion, and estimated completion date. As part of our selection process, the City has the responsibility of taking into account the size and complexity of the project under consideration, the resource investment of the firm in current City work, and the amount of previous work recently

performed by the City, in order to extend CM@Risk opportunities to a broad representation of qualified CM@Risk firms.

G. Overall evaluation of the firm/team and its perceived ability to provide the required services. (10 points)

This is to be determined by the selection panel members. No submittal response is required.

SECTION IV - SUBMITTAL REQUIREMENTS

Firms interested in the above project should submit a Statement of Qualifications **which includes a one-page cover letter plus a maximum length of ten pages to address the Statement of Qualifications (SOQ) criteria (excluding resumes, but including organizational chart)**. Resumes for each key team member shall be limited to a maximum length of two pages and should be incorporated as an appendix at the end of the SOQ. Please provide **an original plus six copies (total of seven) of the Statement of Qualifications by 1:00 PM on, Wednesday, May 31, 2006.**

Delivered or hand-carried submittals must be placed in the department reception area on the second floor Suite 205 One Civic Center. On the submittal package, please display: firm name, project number, and/or project title.

All submittals should be sent or delivered to:

**Vivek Galav, Project Manager
CITY OF SCOTTSDALE
CAPITAL PROJECT MANAGEMENT
7447 E. Indian School Road, Suite 205
Scottsdale, AZ 85251**

Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of submittal by the specified cut-off date and time.
- The number of originals and/or copies of the submittal specified.
- Adherence to maximum page requirement.
- Deposit of submittal in correct location.

Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") with criteria information will be counted. Pages that have project photos, charts, and graphs will be counted towards the maximum number of pages. Table of Contents pages and tabbed divider pages will not be counted if they do not contain submittal information. Resumes should not include project pictures.

SECTION V - SELECTION PROCESS AND SCHEDULE

A Selection Committee will evaluate each SOQ according to the criteria set forth in Section IV above. The City may perform a due diligence process on the firm(s) receiving the highest evaluation on these SOQs. Finalists may be invited to participate in detailed interviews. An interview invitation letter will provide the evaluation criteria to be used.

At the conclusion of the selection process, each of the rated elements for each firm will be evaluated to determine the Best Qualified for the project. The City will enter into negotiations with the selected firm and execute a contract upon completion of negotiation of fees and contract terms for City Council approval.

The following tentative schedule has been prepared for this project.

Pre-Submittal Conference	May 11, 2006 at 1:30 PM
RFQ due	May 31, 2006 at 1:00 PM
Anticipated Interviews	Week of June 19, 2006
Final Selection	Week of June 26, 2006

Pre-submittal conference shall be conducted at 7447 E. Indian School Road, Suite 205. Interviews shall also be conducted in the City offices. Failure of any firm to raise issues found in this Request for Proposals that could have been corrected if the issues had been raised by a Proposer prior to the submittal of Proposals, shall result in the waiver of any subsequent protest by any unsuccessful proposer(s) as to those issues.

If the City is unsuccessful in negotiating a contract with the best-qualified team, the City may then negotiate with the second or third most qualified team until a contract is executed, or may decide to terminate the selection process.

SECTION VI – CONTRACT REQUIREMENTS

The City of Scottsdale requires the selected firm to execute a CM@Risk Preconstruction Design Phase Services Agreement and a CM@Risk Construction Services Agreement. The City has the basic format of these contracts on our website: <http://www.scottsdaleaz.gov/capitalprojects/PDF/CM@RiskDesign.pdf>. The City's indemnification and Insurance requirements are included in these contracts, and the Payment and Performance Bond requirements are in the CM@Risk Construction Services contract. The provisions of said contracts are adopted herein and by reference made a part hereof. Submission of your Request for Qualifications shall indicate your firm's ability and agreement to execute Scottsdale's Standard CM@Risk Preconstruction Design Phase Services Agreement and the Standard CM@Risk Construction Services Agreement in substantial accordance with the terms and conditions set forth therein. Questions shall be addressed prior to submittal in writing. The posted contracts are subject to change and the documents posted on the date the RFQ is submitted shall govern.

SECTION VII – GENERAL INFORMATION

City Website. This CM@Risk Request for Qualifications will listed on the City's web site. The address is: <http://www.scottsdaleaz.gov/CapitalProjects/RFQ.asp> .

Instructions. The City of Scottsdale shall not be held responsible for any oral instructions.

City Rights. The City of Scottsdale reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

Release of Project Information. The City shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from the City.

Contact with City Employees. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department Heads and other staff. This policy is intended to create a level playing field for all potential firms, assure that

contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified below.

Questions. Questions pertaining to the consultant selection process or contract issues should be directed to Vivek Galav, P.E., of the Capital Project Management Office (480) 312-7245.

Non-collusion Affidavit. All firms submitting proposals shall submit a non-collusion affidavit in a form as set forth in Exhibit B. Failure of any firm to provide the non-collusion affidavit as a part of this sealed proposal shall be grounds for disqualification of the proposal. Provide in the Appendix.

EXHIBIT A
DRAFT CITY OF SCOTTSDALE SUBCONTRACTOR SELECTION PLAN
(EXCERPT FROM CM@RISK PRECONSTRUCTION DESIGN PHASE SERVICES AGREEMENT)

2.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- 2.8.1** The CM@Risk will select major Subcontractors and major Suppliers, subject to City's prior approval. This may occur prior to or after submission of a GMP Proposal. Major Subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors shall not be selected based on price alone. Except as noted below, the selection of major Subcontractors/Suppliers is the responsibility of the CM@Risk. In any case, the CM@Risk is solely responsible for the performance of the selected Subcontractors/Suppliers.
- 2.8.1.1** The CM@Risk will prepare a Subcontractor/Supplier selection plan and submit the plan to the City for approval. This subcontractor selection plan shall identify those subcontractor trades anticipated to be selected by qualifications only per Section 2.8.2 and those subcontractor trades anticipated to be selected by qualifications and competitive bid in accordance with Section 2.8.3. This plan will also identify those subcontractors that will not be selected through a formalized qualifications-based selection process. The subcontractor selection plan must be consistent with the selection requirements included in this Contract.
- 2.8.2** Selection by qualifications only - The City may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when the CM@Risk can demonstrate it is in the best interest of the Project.
- 2.8.2.1** The CM@Risk shall apply the approved subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its review and recommendation.
- 2.8.2.2** The CM@Risk will negotiate costs for services/supplies from each Subcontractor/Supplier selected under this method.
- 2.8.3** Selection by qualifications and competitive bid - The CM@Risk shall apply the subcontractor selection plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide the City with its process to prequalify prospective subcontractors and suppliers. All Work for major subcontractors and major suppliers shall then be competitively bid to the prequalified subcontractors unless a Subcontractor or Supplier was selected pursuant to paragraph 2.8.2 above.
- 2.8.3.1** The CM@Risk will develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project and solicit bids for the various Work categories. If there are not three qualified Subcontractors/Suppliers available for a specific trade or there are extenuating circumstances warranting such, the CM@Risk may request approval by the City to submit less than three names. Without prior written notice to the City, no change in the recommended Subcontractors/Suppliers will be allowed.
- 2.8.3.2** If the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CM@Risk will nominate a substitute Subcontractor/Supplier that is acceptable to the City.
- 2.8.3.3** The CM@Risk will distribute Drawings and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers.

- 2.8.3.4** If the CM@Risk desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The CM@Risk's bid will be evaluated in accordance with the process identified below. If events warrant and the City concurs that in order to insure compliance with the Project Schedule and/or cost, the CM@Risk may self perform Work without bidding or re-bidding the Work. (For horizontal construction, as defined in A.R.S. §34-101(15), the CM@Risk must self perform not less than forty five (45%) percent of the work as required by A.R.S. §34-603(l)(3).)
- 2.8.4** If after receipt of sub-bids or after award of Subcontractors and Suppliers, the City objects to any nominated Subcontractor/Supplier or to any self-performed Work for good reason, the CM@Risk will nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by the City, the CM@Risk's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

EXHIBIT B
NON-COLLUSION PROPOSAL AFFIDAVIT

STATE OF ARIZONA)
)ss.
County of Maricopa)

I, _____, of the City of _____, in the County of _____ and the State of _____, being of legal age, and being first duly sworn, upon my oath depose and say that:

I am _____, (name) I am the _____ (title, position, etc.) for the firm of _____, a Proposer submitting a Request for Proposals (RFP) to the City of Scottsdale, for the CM@Risk contracts for the Indian Bend Road Project No. S0402 and that I executed the said RFP with full authority so to do; that as a Proposer, I have not, directly or indirectly entered into any agreement, participated in any collusion, entered into any kind of an agreement whatsoever, oral or written, whereby different proposers on any project for the City agree either as to who is to be the low bidder, or as to the amount of any bid or any part of any bid, or otherwise taken any action in restraint of free, competitive bidding, disclosed the amount(s) of a sealed bid of any other proposer, to any other person, firm or corporation in the same business doing business in this State, or known to the person disclosing the figures to be likely to submit an RFP for the same project before the bids are opened, in connection with the above named RFP; and that all statements contained in said RFP and in this affidavit are true and correct, and made with full knowledge that the City of Scottsdale relies upon the truth of the statements contained in said RFP and in the statements contained in this affidavit in awarding the contracts for the Indian Bend Road Project No. S0402.

I further warrant that no employee of our company, other person or selling agency has been employed to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by _____.

(Signature of Proposer officer)

(Printed or typed name of Proposer)

SWORN TO BEFORE me this ____ day of _____, 20____, in the County of Maricopa, State of Arizona, by _____

Notary Public

My Commission Expires: